TON, BANKRUPTCY, 2 ed., § 326. And see 35 HARV. L. REV. 195. Since the president was a stockholder, the decision is orthodox. But in New York the president, although he must be a director, is not necessarily a stockholder. See 1909 N. Y. CONSOL. LAWS, c. 61, §§ 25, 30. And the theory of the court, it seems, is that the president may defend *qua* president. A stockholder is allowed to intervene in this situation to protect his interests. *Bronson* v. *LaCrosse R. Co., supra*. See 35 HARV. L. REV. 195. But the president as such has no similar interests. Neither can he ordinarily act for the corporation except in so far as authorized by the directors and by-laws. *Wait* v. *Nashua Armory Ass'n*, 66 N. H. 581, 23 Atl. 77. The court seems to be advancing a new doctrine, — one which leaves open interesting questions. May the president file an answer for the corporation where there is simply a fraudulent failure to defend; or must there be a fraudulently caused deadlock; or would a deadlock among the directors without any fraud be sufficient?

EQUITY — JURISDICTION TO AID AVOIDANCE OF CONTRACT FOR INFANCY. — The plaintiff, an infant twenty years of age, made a contract to act for the defendant film corporation. On her representation that she was free to contract, a second firm engaged her at a higher salary. By threatening to sue if the plaintiff's services were accepted, the defendant induced the second firm to repudiate its contract. The plaintiff seeks an injunction against such interference with her efforts to secure other employment. *Held*, that the injunction be denied. *Carmen* v. *Fox Film Corporation*, 269 Fed. 928 (2d Circ.).

An infant may avoid contracts of employment. *Gaffney* v. *Hayden*, 110 Mass. 137; *Lufkin* v. *Mayall*, 25 N. H. 82. See 1 WILLISTON, CONTRACTS, § 228. Any act indicating such intention is sufficient. See 1 WILLISTON, CONTRACTS, § 234. It is clear, then, that the first contract was avoided. In similar cases, equity has often aided infants in securing the full benefit of avoidance. *Bell* v. *Burkhalter*, 176 Ala. 62, 57 So. 460; *Barr* v. *Packard Co.*, 172 Mich. 299, 137 N. W. 697. See *Reynolds* v. *McCurry*, 100 Ill. 356, 362. The jurisdiction of equity in such cases is a jurisdiction to remove clouds on title, which by the modern view extends to personalty as well as realty. *O'Donnell* v. *Brown*, 35 R. I. 522, 87 Atl. 311; *Perry* v. *Young*, 133 Tenn. 522, 182 S. W. 577; *Voss* v. *Murray*, 50 Ohio St. 19. By analogy, equity should have jurisdiction to remove a substantial cloud upon the power to dispose of personal services. So long as the defendant can frighten away prospective employers by asserting the validity of the avoided contract, there is clearly a serious cloud upon the plaintiff's power of contracting, with no adequate relief at law. The court seems to recognize its jurisdiction, but refuses to exercise it. Looking beyond the strict rules of law freeing the plaintiff from legal obligation upon avoidance, it sees the moral obligation of a deliberate promise, and refuses equitable relief which would assist her in violating it. Rules of law, being of general application, can at best achieve justice in a majority of cases. But the discretionary remedies of equity are properly to be exercised according to the justice of the particular instance.

EXECUTORS — PROCEEDINGS BY OR AGAINST — SET-OFF AGAINST LEGATEE. — In a proceeding for the distribution of the testator's estate, the administratrix sought to set off against a legacy a debt alleged to be due from the legatee to the estate. The legatee objected on the ground that the statute of limitations barred the claim. The probate court sustained the objection. *Held*, that there was no error. *In re Schaeffer's Estate*, 200 Pac. 508 (Cal.).

An executor may set off an actionable debt against a legatee or distributee. *Re Savage*, [1918] 2 Ch. 146. And in England, the fact that the statute of limi-

tations has run on the debt makes no difference. *Courtenay* v. *Williams*, 3 Hare, 539; *Coates* v. *Coates*, 33 Beav. 249. But a debt unenforceable for any reason other than the statute of limitations will not be set off. *Re Wheeler*, [1904] 2 Ch. 66. The majority of American decisions are in accord with the English view. *Tinkham* v. *Smith*, 56 Vt. 187; *Jordan* v. *Jordan*, 201 Ill. App. 44. This view is based on the theory that there is in substance not a set-off, but a retention of part of a fund in the course of distribution; and that this retention is conscionable because the moral duty to pay the debt persists. See *Webb* v. *Fuller*, 85 Me. 443, 445, 27 Atl. 346; *Holmes* v. *McPheeters*, 149 Ind. 587, 590, 49 N. E. 452, 453. But it may be urged that a legatee's statutory claim is in its nature legal, although in form equitable. At law the statute is a bar, and equity should, as generally in enforcing a legal right, follow the analogy of the statute. *Dean* v. *Dean*, 9 N. J. Eq. 425. The principal case illustrates the trend of the American authorities away from the English view. *Allen* v. *Edwards*, 136 Mass. 138; *Kimball* v. *Scribner*, 174 App. Div. 845, 161 N. Y. Supp. 511.

FEDERAL COURTS — AUTHORITY OF STATE LAW — EFFECT OF DECISION ON VESTED INTERESTS. — In 1838 the United States made a grant to certain Indians, including part of the Arkansas River. In 1907 Oklahoma, including this region, was admitted to the Union. In 1913 the state granted oil and gas rights in the river bed to the defendants. In 1914 the state supreme court, in an action between other parties, found that the river was navigable and that title to adjacent parts of the bottom was in the state. (*State* v. *Nolegs*, 40 Okl. 479, 139 Pac. 943.) The United States sues on behalf of the Indians to enjoin the defendants from extracting oil and gas. The trial court gave judgment for the complainant on the ground that the river was not navigable in fact, and that title to its bed had never passed to the state. *Held*, that the decree be affirmed. *Brewer-Elliott Oil & Gas Co.* v. *United States*, 270 Fed. 100 (8th Circ.).

Federal courts, in determining state law, usually follow the decisions of the state courts. It is particularly important that they should do so where title to realty is affected. *Port of Seattle* v. *Oregon & Washington R. R. Co.*, 255 U. S. 56. But it is now settled law that they will not, in construing a state statute, follow state decisions subsequent to the vesting of rights under the statute. *Great Southern Hotel Co.* v. *Jones*, 193 U. S. 532; *Butte & S. Copper Co.* v. *Clark-Montana Realty Co.*, 248 Fed. 609 (9th Circ.), aff'd, 249 U. S. 12. See 18 HARV. L. REV. 134. While there are obvious advantages in allowing the federal judiciary to exercise an impartial and independent opinion, no reason favoring this exception outweighs the consideration that title should not depend on the litigants' choice of courts. To make a new exception, as the principal case does, is doubly unfortunate. The court has authority for its decision. *Kuhn* v. *Fairmont Coal Co.*, 215 U. S. 349. But in that case there were other grounds, absent here. It may be that the principal case is supportable without reliance on the rule laid down. The federal court might be justified in considering the state decision on navigability an inconclusive finding of fact. *Cf. Economy Light & Power Co.* v. *United States*, U. S. Sup. Ct., Oct. Term, 1920, No. 104. And it is arguable, as the court suggests, that the Indians got title by the grant, whether the river was navigable or not.

GARNISHMENT — GARNISHMENT BY PLAINTIFF OF DEBTS DUE FROM HIMSELF. — The plaintiff, being unable to get personal service on the defendant, garnished debts which he himself owed to the defendant. The garnishment was executed as provided for by statute. (1910 OHIO GEN. CODE, §§ 11822,